

Award Form
Crown Copyright 2022



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This Award Form creates the Contract. It summarises the main features of the procurement and includes the Buyer and the Supplier's contact details.

Each party agrees to sign this Award Form by electronic signature using DocuSign and agrees that this method of signature is conclusive of their intention to be bound by this Contract as if each party signed by manuscript signature.

1.	Buyer	The Department for Business and Trade Its offices are on: Old Admiralty Building, Whitehall, London, SW1A 2PA
2.	Supplier	Name: ThinkData Works Limited Address: 5 New Street Square, London, United Kingdom, EC4A 3TW Registration number: 11548697
3.	Contract	This Contract between the Buyer and the Supplier is for the supply of Deliverables. This opportunity was advertised in the Contract Notice in Find A Tender and Contracts Finder. Find A Tender link: https://www.find-tender.service.gov.uk/Notice/012076-2023 Contracts Finder link: https://www.contractsfinder.service.gov.uk/Notice/e096b801-5ac8-4bf4-b286-ae562c121836


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4.	Contract reference	Project_2599 – Shipping Data
5.	Deliverables	See Schedule 2 (Specification) for further details.
6.	Buyer Cause	<p>Any breach of:</p> <p>The obligations of the Buyer or any other default, act, omission, negligence, or statement of the Buyer, of its employees, servants, agents in connection with or in relation to the subject-matter of the Contract and in respect of which the Buyer is liable to the Supplier.</p> <p>And the Buyer shall have no obligation to perform any obligations placed on it in Schedule 2 (Specification) or Schedule 4 (Tender) unless they are specifically identified above.</p>
7.	Collaborative working principles	The Collaborative Working Principles do not apply to this Contract. See Clause 3.1.3 for further details.
8.	Financial Transparency Objectives	The Financial Transparency Objectives do not apply to this Contract.
9.	Start Date	29 th November 2023.
0.	Expiry Date	28 th November 2024.
1.	Extension Period	<p>Further period of up to 12 months.</p> <p>Extension exercised where the Buyer gives the Supplier no less than 3 months written notice before the Contract expires.</p>
2.	Ending the Contract without a reason	The Buyer shall be able to terminate the Contract in accordance with Clause 14.3.
3.	Incorporated Terms (together these documents form the " the Contract ")	<p>The following documents are incorporated into the Contract. Where numbers are missing we are not using these Schedules. If the documents conflict, the following order of precedence applies:</p> <ul style="list-style-type: none"> a) This Award Form b) Any Special Terms (see Section 14 (Special Terms) in this Award Form) c) Core Terms

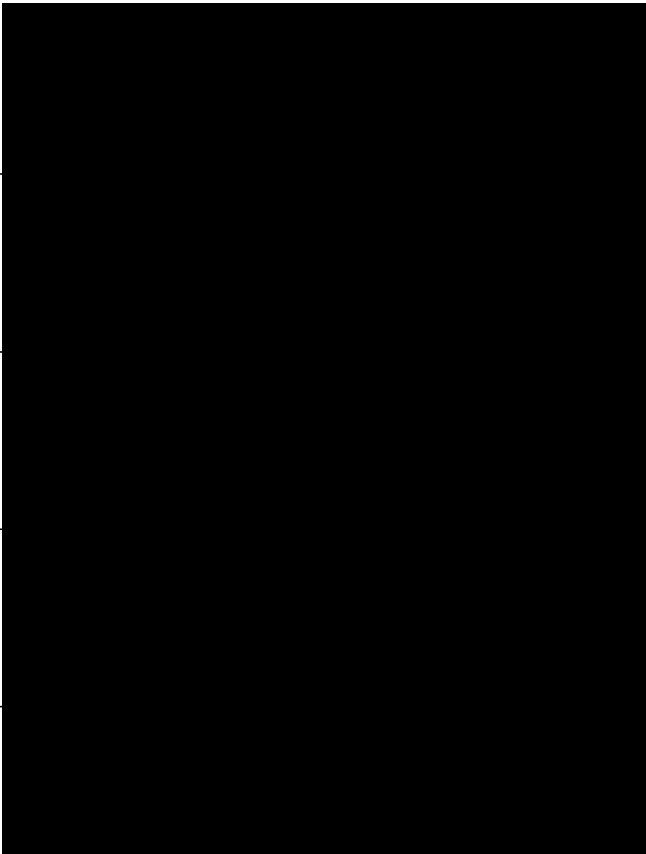
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		<p>d) Schedule 36 (Intellectual Property Rights)</p> <p>e) Schedule 1 (Definitions)</p> <p>f) Schedule 6 (Transparency Reports)</p> <p>g) Schedule 20 (Processing Data)</p> <p>h) The following Schedules (in equal order of precedence):</p> <ul style="list-style-type: none"> a. Schedule 2 (Specification) b. Schedule 3 (Charges) c. Schedule 5 (Commercially Sensitive Information) d. Schedule 7 (Staff Transfer) e. Schedule 8 (Implementation Plan & Testing) f. Schedule 10 (Service Levels) g. Schedule 13 (Contract Management) h. Schedule 14 (Business Continuity and Disaster Recovery) i. Schedule 16 (Security) j. Schedule 17 (Service Recipients) k. Schedule 19 (Cyber Essentials Scheme) l. Schedule 21 (Variation Form) m. Schedule 22 (Insurance Requirements) n. Schedule 25 (Rectification Plan) o. Schedule 26 (Sustainability) p. Schedule 27 (Key Subcontractors) q. Schedule 30 (Exit Management) <p>i) Schedule 4 (Tender), unless any part of the Tender offers a better commercial position for the Buyer (as decided by the Buyer, in its absolute discretion), in which case that aspect of the Tender will take precedence over the documents above.</p>
14.	Special Terms	<p>Special Term 1 - By signing this Contract, the Supplier confirms all services delivered under this Contract adhere to the Government's Buying Standards</p> <p>Link: https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs</p>


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15.	Sustainability	The Supplier agrees, in providing the Deliverables and performing its obligations under the Contract, that it will comply with Schedule 26 (Sustainability).
16.	Buyer's Environmental Policy	The Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations.
17.	Social Value Commitment	The Supplier agrees, in providing the Deliverables and performing its obligations under the Contract, to deliver the Social Value outcomes in Schedule 4 (Tender) and report on the Social Value KPIs as required by Schedule 10 (Service Levels).
18.	Buyer's Security Policy	Schedule 16 (Security).
19.	Commercially Sensitive Information	Supplier's Commercially Sensitive Information: Schedule 5 (Commercially Sensitive Information).
20.	Charges	Details in Schedule 3 (Charges).
21.	Reimbursable expenses	None.
22.	Payment method	
23.	Service Levels	Details in schedule 10 (Service Levels).
24.	Insurance	Details in Annex of Schedule 22 (Insurance Requirements).
25.	Liability	In accordance with Clause 15.1 each Party's total aggregate liability in each Contract Year under the Contract (whether in tort, contract or otherwise) is no more than the greater of £5 million or 150% of the Estimated Yearly Charges

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		In accordance with Clause 15.5, the Supplier's total aggregate liability in each Contract Year under Clause 18.8.5 is no more than the Data Protection Liability, being £10 million.
26.	Cyber Essentials Certification	Cyber Essentials Scheme.
27.	Progress Meetings and Progress Reports	The Supplier shall attend Progress Meetings with the Buyer every month. The Supplier shall provide the Buyer with Progress Reports every month.
28.	Guarantee	Not applicable.
29.	Virtual Library	To be agreed with the Supplier as part of exit planning discussions.
30.	Supplier Contract Manager	
31.	Supplier Authorised Representative	
32.	Supplier Compliance Officer	
33.	Supplier Data Protection Officer	
34.	Supplier Marketing Contact	
35.	Key Subcontractors	N/A



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36. Buyer Authorised Representative



For and on behalf	of the Supplier:	For and on behalf	of the Buyer:
Signature:		Signature:	
Name:			
Role:			
Date:			